

**Town of Russell**

65 Main Street—Russell, Massachusetts 01071  
Phone: 413.862.6200 Fax: 413.862.3103

**Rental Agreement for Strathmore Park**

Park Manager: Carol Lucardi-413.572.3885

Name of Organization: \_\_\_\_\_ (the lessee)

Address: \_\_\_\_\_

Individual Making Reservation: \_\_\_\_\_

Phone: work: \_\_\_\_\_ Home: \_\_\_\_\_ Cell: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

# of people attending: \_\_\_\_\_ Rental date: \_\_\_\_\_

Hours of Rental: Sun-Thurs: 11am-9pm; Fri & Sat: 11am-10pm

Fee Paid: \_\_\_\_\_ Payment Rec'd: \_\_\_\_\_

Friday, Saturdays, Sundays and Holidays- \$475.00  
Weekdays- \$225.00

**MAKE RENTAL CHECKS FOR STRATHMORE PARK PAYABLE TO THE  
TOWN OF RUSSELL**

No reservations are guaranteed until a bank check or money order (no personal checks will be accepted) is received by the Park Manager. An advanced reservation requires a minimum deposit of \$100. with balance due 30 days prior to rental dates. Cancellations made prior to 30 days before rental date get 50% refund; cancellations made less than 30 days prior to rental date receive no refund. All reservations are on a first come, first serve basis.

If you are using a food caterer at Strathmore Park, please complete the following:

Name of Caterer: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Caterer's Address: \_\_\_\_\_

Caterer's License Number: \_\_\_\_\_

## Strathmore Park Rental Agreement

We, \_\_\_\_\_, (the lessee) hereby agree that I/We will be responsible for any and all damage caused to Strathmore Park during the term of the above rental. This contract releases the Town of Russell of any liability. The lessee agrees to each and every of the following provisions:

### Rules Governing Strathmore Park Use

1. No reservations will be confirmed until payment is received by the Park Manager.
2. 50% refund will be made only if cancellation is made 30 days prior to scheduled event date.
3. No refund will be made if cancellation is made less than 30 days before scheduled event date.
4. All individuals must be out (not beginning to leave) of the park at the time designated in this agreement. Anyone remaining on the Park grounds after this time will be subject to trespassing per order of the Russell Board of Selectmen.
5. Everyone must park in the designated parking areas only. Cooks or kitchen workers only are allowed to park on the left near the pavilion. Cars parked in undesignated areas will be towed at owner's expense. No parking is allowed on any grassy area unless so designated by the security officer on duty.
6. No objects, picnic tables, bar, etc. should be moved in any way. Leave them where you found them upon entering the Park. The premises are to remain neat and orderly.
7. Any vehicle left overnight must be removed prior to 9:00am the next morning or it will be towed at the owner's expense.
8. A liquor permit comes with the park.

9. (A) The lessee agrees that it will protect, save and keep the Town of Russell forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect and/or intentional acts of the Lessee or those holding under the Lessee and that the Lessee will at all times protect, indemnify and save and keep harmless that Town of Russell against and from any and all loss, cost damage or expense, arising out of or from any accident or other occurrence on or about Strathmore Park, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Town of Russell against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the Lessee in respect to comply with and perform all the requirements and provisions hereof.
- (B) The Lessee shall assume all liability and damages which may arise from any damage to person or property which may occur as a result of or arise out of the Lessee's use of Strathmore Park.
- (C) If the Town of Russell is required to repair any damage caused by the Lessee and/or take legal action to collect monies for such damage, then in addition to reimbursing the Town for the costs of all repairs, the Lessee shall also pay all of the Town's court costs, expenses and fees, including reasonable legal fees in connection therewith.

The parties represent and warrant to each other that they have all necessary authority on behalf of their respective organizations to execute this agreement.

Executed as a sealed agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

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(Lessee)

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(Strathmore Park Manager)